

DEED OF TRUST

Part of the NE $\frac{1}{4}$ of section
18, Township 3 South, Range
9 West, DeSoto County,
Mississippi.

Indexing Instructions:
Loan No. 2626

Return to:

Prepared by:

Name Matthew Riva

Address P.O. Box 988

Hernando, MS 38632

Phone (662) 429-0531

LENDER: Gulfc0 of Mississippi d/b/a Tower Loan of Hernando
P.O. Box 988, Hernando, MS, 38632

BORROWER and Address and Telephone No.: Elizabeth Darby & Robert E. Darby
11021 Elm Drive, Hernando (DeSoto), MS, 38632 (662) 429-3787

TRUSTEE: John E. Tucker, Post Office Box 320001, Flowood, MS 39232-0001

(a) "Borrower" means all persons signing below, whether one or more.

(b) "Promissory Note" means that certain promissory note and security agreement signed by Borrower to lender dated May 4th, 2010
with a Total of Payments of \$ 36,000.00 due in 72 consecutive equal monthly installments of
\$ 500.00, the first of which is due on June 8th, 2010.

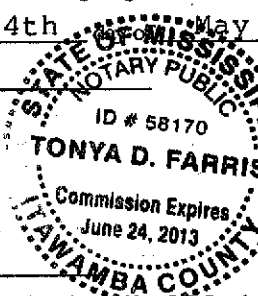
(c) "Indebtedness" means (i) the unpaid balance of the Total of Payments on the Promissory Note; (ii) any other or future debt from any
Borrower to Lender; and (iii) any voluntary payments made by Lender under this Deed of Trust. For good consideration, Borrower
conveys and warrants to Trustee the following real property (the "Property") situated in DeSoto County,
Mississippi more particularly described as See Exhibit "A"

This conveyance is subject to the following terms:

1. This conveyance is in trust to secure the prompt payment of the Indebtedness. If all Indebtedness shall be promptly paid as and when due, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.
2. Borrower shall pay all taxes and other charges levied against the Property and shall keep the improvements insured by a company authorized to do business in Mississippi, against loss or damage by fire, storm or other hazards in an amount at least equal to the Indebtedness due the Lender with a standard mortgagee clause in favor of Lender. Borrower shall furnish Lender with a copy of all insurance policies on the Property.
3. Borrower will not abandon Property or commit waste or allow waste to be committed. Borrower shall make all needed repairs to keep the Property in a condition equal to its condition on the date hereof. Lender, and anyone authorized by Lender, may enter and inspect or appraise the Property, at Lender's option, during reasonable hours.
4. Upon Borrower's failure to pay any other lien or deed of trust, taxes, insurance premiums, or cost of repairs, the Lender may pay (but is not required to) the same or make such repairs; and the amount thereof will become a part of the Indebtedness with interest at 110% per annum. Borrower shall immediately repay all such amounts upon Lender's demand.
5. Borrower shall be in default upon the happening of any of the following events: (a) Failure to pay as and when due the indebtedness evidenced by the Promissory Note; (b) Default of any obligation secured hereby or in the performance of any covenant contained herein or in the Promissory Note; (c) If this deed of trust is subordinate to any other deed of trust or lien of any kind, default in the payment of such prior deed of trust or lien; (d), Sale or transfer of the property by Borrower (excluding (i) a transfer by devise, descent, or operation of law upon the death of Borrower, or (ii) the grant of a leasehold interest of one year or less not containing an option to purchase); or (e) Upon Lender reasonably deeming itself to be insecure.
6. If, upon default Lender employs an attorney to collect this indebtedness or enforce this deed of trust, Borrower agrees to pay all costs including a reasonable attorney's fee.
7. Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately due and payable, without notice to Borrower. At the request of Lender, Trustee shall sell the property and land according to Mississippi Code of 1972, Section 89-1-55. Lender may purchase at such sale. From the foreclosure sale proceeds, Trustee shall pay in this order: all costs of the sale, including reasonable compensation to the Trustee; the Indebtedness; any subordinate lien holder; and any balance remaining to the Borrower.
8. Lender may appoint another person to act as Trustee herein, and such Substituted Trustee shall have all authority and powers invested in the original Trustee. The Trustee or Substituted Trustee herein may appoint an agent, either verbally or in writing, to conduct a Trustee's sale hereunder. Such appointment of agent need not be recorded.
9. Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a future occasion.
10. The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 4th day of May, 2010

Matthew J. Riva
WITNESS Matthew J. Riva



Elizabeth Darby
BORROWER Elizabeth Darby

Robert E. Darby
BORROWER Robert E. Darby

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of May, 2010, within my jurisdiction, the within named Elizabeth Darby and Robert E. Darby, who acknowledged that they executed the above and foregoing instrument.

Witness my hand and seal of office this 4th day of May, 2010

NOTARY PUBLIC

My Commission Expires: 06-24-2013

Nat-003 (Rev. 4-09)

Home-Land Title & Abstract File J-1001493

INDEX: PART OF THE NE ¼ OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI.

EXHIBIT "A"

0.50 ACRES IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 9 WEST, DESCRIBED AS COMMENCING AT A MASONRY NAIL AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 18, WITH THE CENTERLINE OF SEQUAYAH DRIVE (SOMETIMES CALLED ELM DRIVE); THENCE RUN S 64°50'31"W A DISTANCE OF 194.00 FEET ALONG SAID ROAD CENTERLINE TO A POINT; THENCE RUN S 10°30'55"E A DISTANCE OF 19.85 FEET TO A CROSS TIE IN THE NORTHWEST CORNER OF THE A. E. DARBY PROPERTY AS RECORDED IN DEED BOOK 51, PAGE 137; THENCE RUN S 10°30'55"E A DISTANCE OF 219.94 TO THE POINT OF BEGINNING AT A 24-INCH POPLAR TREE IN THE EAST LINE OF THE A. E. DARBY 1.01 ACRE TRACT; THENCE S 10°37'38"E 99.90 FEET TO A 1-INCH STEEL BAR; THENCE S 89°48'33"W 198.13 FEET TO A 1-INCH STEEL BAR; THENCE N 08°08'33"E 136.39 FEET TO A 1-INCH STEEL BAR; THENCE N 70°02'59"E 57.58 FEET TO A POINT; THENCE S 37°59'37"E 76.36 FEET TO A 1-INCH STEEL BAR; THENCE N 85°47'22"E 59.41 FEET TO THE POINT OF BEGINNING.

Robert E. Darby
ROBERT E. DARBY

5-4-10
DATE

Elizabeth Darby
ELIZABETH DARBY

5-4-10
DATE

HomeLand Title
P.O. Box 321408
Flowood, MS 39232
601-948-3595